

AMENDMENT NO. ONE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into September 14, 2004, Amendment No. One to JPA 02-173, AG Contract No.: KR02-2008TRN, filed with the Secretary of State under No. 25892 pursuant to Arizona Revised Statutes, § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, (the "State") and the YAVAPAI COUNTY, acting by and through its BOARD OF SUPERVISORS, (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

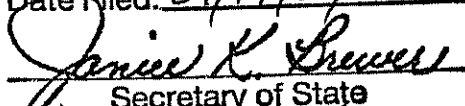
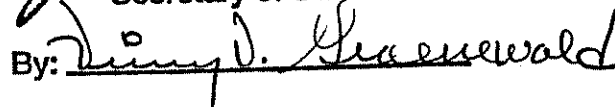
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this agreement on behalf of the County.

The parties agree to amend the above referenced Agreement to modify the participation amounts in the design and construction of the realignment of Clayton Road with Bramble Road on SR 89.

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

Paragraph 3 is revised in full as follows:

3. The State and the County desire to participate in the design and construction of the realignment of Clayton Road with Bramble Road on SR 89, in order to accomplish the offset of two intersections (with turning conflicts) to be realigned to a four legged intersection. Right and left turn lanes will be constructed in each direction, with a total project cost currently estimated at \$520,000.00, plus R/W. Hereinafter referred to as the "Project", for the safety and benefit of the traveling public. The parties agree the State shall be the lead agency for the Project. The State will pay for the design and 52% of the construction costs. The County will pay for 48% of the construction costs and will acquire the R/W. If construction costs should exceed the estimated amount of \$520,000.00, the State and the County will discuss how to obtain the additional funding.

NO. 25892 #0/
Filed with the Secretary of State
Date Filed: 09/14/04

Secretary of State
By: 

II. SCOPE OF WORK

Article II. 1. c and e are revised in full as follows:

1. The State will:

c. Be responsible for fifty two percent (52%) of the Project for construction in an amount estimated at **\$270,400.00**.

e. Prior to the award of a Project construction contract, invoice the County for its' forty eight percent (48%) share of the cost of the Project, in an amount estimated at **\$249,600.00**.

2. The County will:

Article II. 2. c is revised in full as follows:

c. Within thirty (30) days after receipt of an invoice, remit the State for the remaining part of its' forty eight percent (48%) share of the Project cost, in an amount estimated at **\$249,600.00**.

III. MISCELLANEOUS PROVISIONS

Article III. 8 and 9 are added in full as follows:

8. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

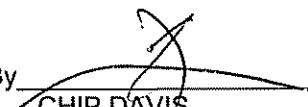
9. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

EXCEPT AS AMENDED herein, all other terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

YAVAPAI COUNTY

By


CHIP DAVIS
Chairman of the Board

ATTEST

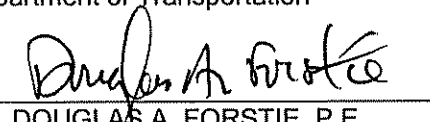
By


BEV STADDON
Clerk of the Board

STATE OF ARIZONA

Department of Transportation

By


DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

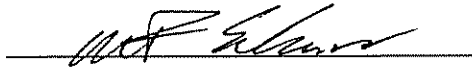
JPA 02-173

AMENDMENT ONE

APPROVAL OF YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental Agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and YAVAPAI COUNTY and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 9th day of August, 2004.



County Attorney

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: August 2, 2004.

The entry in the said minutes:

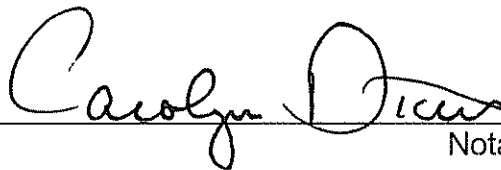
1. Consider approval of amendment one to Intergovernmental Agreement JPA 02-173 with the State of Arizona for the turn lane project on State Route 89 at Bramble Drive in the Paulden area. Additional cost of \$45,600, half-cent sales tax project. Assistant Public Works Director Phil Bourdon participated in discussion of this item. Approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Street. No comments from the public.



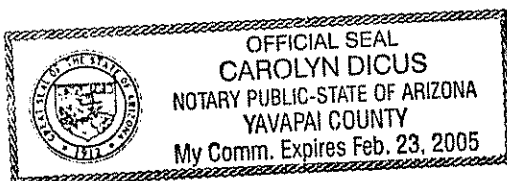
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me August 16, _____,
2004.

My Commission Expires:



Notary Public





OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

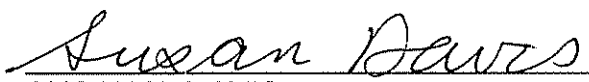
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-2008TRN (**JPA 02-173**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 8, 2004.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:dgr
Attachment
865472